REMARKS

Pursuant to the amendments above, the undersigned representative has added claim 23. In the Office Action mailed January 11, 2002, the Examiner has made the following rejections: claims 12 is rejected under 35 U.S.C. §103(a), as being unpatentable over Shurling et al.; and claims 3-6, 9-11, and 16-22 are rejected under 35 U.S.C. §103(a) as being unpatentable over Shurling et al. in view of Ferguson et al.

In view of the amendments and distinguishing remarks herein, the Applicant hereby respectfully requests reconsideration of claims 3-6, 9-12, and 16-22 and consideration of claim 23 and earnestly solicits a Notice of Allowance.

Rejection of Claims 12 Under 35 U.S.C. §103(a) as Being Unpatentable Over Shurling et al.

Claim 12 is directed to leveraging a relationship between a customer and a financial institution, wherein two types of value, immediate access value and vested access value, are added to a customer's account at the financial institution at predetermined intervals. The immediate access value is added to the account by the customer and the customer controls the amount and the predetermined intervals. The vested access value is added to the account by the financial institution according to the limitations set forth in claim 12. Shurling et al. does not teach or suggest the combination of limitations set forth in claim 12. At most, the reward system set forth in Shurling et al. discloses the submission of value by the financial institution or the sponsor. There is no discussion in either reference of separate types of value, immediate access and vested access, inputted into an account by and under the control of separate entities, the customer and the financial institution. More particularly, claim 12 requires the following

limitation "and further wherein the immediate access value is added to the first financial account by **the customer**, in an amount determined **by the customer** and at the direction **of the customer**." (Claim 12)(emphasis added). The Examiner points specifically to Column 3, lines 12-26 of Shurling et al. as disclosing this limitation. Column 3, lines 12-26 state,

> Still another significant aspect of this invention is a Relationship scoring and Incentive Reward awarding process that automatically determines a customer's entitlement to the Incentive Rewards. In accordance with this aspect of the invention a **vesting relationship** or percentage is automatically determined from the Relationship score and the Incentive Rewards are awarded accordingly. Also in accordance with this aspect of the invention the Incentive Rewards may be automatically awarded to the customer by adjusting information in the customer information file. Examples of information that may be adjusted to award Incentive Rewards are loan and deposit account interest rates and bank service fees. Further in accordance with this aspect of the invention, the relationship between Relationship score and the **vesting of Incentive Rewards** may be established or changed to meet the requirements of the Bank.

(emphasis added). This paragraph does not describe immediate access value that is determined and added to an account at the direction of the customer. On the contrary, this paragraph describes vested access value, which is not controlled by the customer, but rather is determined through an awarding process. Independent claim 12 discloses both immediate and vested access value. Shurling et al. only discloses a form of vested access value. Further, the Examiner specifically states, "Shurling does not specifically disclose that immediate access and vested value amounts are held in a single account." The Examiner offers no secondary reference that teaches this limitation. In order to establish a *prima facie* case of unpatentability, the Patent Office must show the following: (1) suggestion or motivation to modify the reference or to combine the reference teachings; (2) a reasonable expectation of success; and (3) **the prior art reference or references must teach or suggest all of the claim limitations**. See MPEP §2142.

Since Shurling et al. fails to disclose at least those limitations specifically addresses above, the Examiner has failed to establish a *prima facie* case of unpatentability with regard to independent claim 12. As claims 16-22 include all of the limitations of claim 12, these claims are also allowable over Shurling et al.

Rejection of Claims 3-6, 9-11, and 16-22 Under 35 U.S.C. §103(a) as Being Unpatentable Over Shurling et al. in View of Ferguson et al.

Claim 3 is directed to rewarding customers based on the customer's relationships with both a financial institution and at least one third party. Further, information about these relationships is collected from each of the customer, the financial institution, and the at least one third party. The primary reference cited by the Examiner, Shurling et al., discloses a customer loyalty program that is implemented by a bank. The bank rewards customers for their loyalty based on information received from the customer and information generated within the bank with regard to the customer's relationship with the bank. The bank does not collect relationship information, nor does the back consider relationship information from any third party in determining a customer's reward. Consequently, Shurling et al., does not meet the recitations of claim 3 as presented herein.

Further, the secondary reference, Ferguson et al., does not cure the deficiencies of Shurling et al. Ferguson et al. describe a patronage incentive system wherein a customer is rewarded based on transactions made with a sponsor. In making a reward determination for the customer, the sponsor does not consider information about relationships that the customer has with one or more third parties. The sponsor rewards the customer based on the transactions that the sponsor has with the customer. Ferguson et al. do not describe a reward system wherein a financial institution and at least one third party provide information about their respective

relationships with a customer to the financial institution, and the financial institution rewards the customers based on the information about the relationships.

Consequently, neither Shurling et al. nor Ferguson et al., either alone or in combination, disclose or suggest the combination of limitations recited in claim 3. The undersigned representative respectfully submits that claim 3 and dependent claims 4-6 and 9-11 are allowable over the cited prior art.

As discussed above, the primary reference, Shurling et al., fails to teach or suggest the combination of limitations recited in independent claim 12. Similarly, Ferguson et al. does not cure the deficiencies of Shurling et al. (See Response Under 37 C.F.R. §1.111). Since claims 16-22 include the limitations of claim 12, it is submitted that these claims are allowable over the cited art.

CONCLUSION

The undersigned representative respectfully submits that this application is in condition for allowance, and such disposition is earnestly solicited. If the Examiner believes that the prosecution might be advanced by discussing the application with the undersigned representative, in person or over the telephone, we welcome the opportunity to do so.

Respectfully submitted,

Date: 8/22/02

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VERSION WITH MARKINGS TO SHOW CHANGES MADE

IN THE CLAIMS

23. (NEW) A method for funding at least one account of a customer at a financial institution comprising:

contributing immediate access value and future access value to the at least one account of the customer, wherein the immediate access value is contributed by the customer and is accessible by the customer at all time and the future access value is contributed by the financial institution and is accessible by the customer according to a vesting schedule; and

negotiating a value factor with at least one third-party, wherein the at least one third-party contributes value to the at least one account of the customer based on the negotiated value factor, and further wherein, the third-party value contribution constitutes future access value and is accessible by the customer according to a vesting schedule.